

Equity Capital Partners LLC

40 Wall street
28th floor
New York, New York, 10005
212.400.7155 office
646.512.5653 fax
www.equitycappartners.com

July 10, 2012

Financial Commodity Enhancement

Christine Dubov,

Engagement Agreement

This letter describes the terms on which Equity Capital Partners LLC has agreed to provide services to _Christine Dubov_ (Client). This is a written statement of the terms on which the Client has engaged ECP and on which ECP has agreed to provide Financial Commodity Enhancement services to the Client.

Description of Financial Engagement

Initially, ECP has been engaged to increase the amount of the client's initial investment of \$325,269.38 USD, through the establishment of a series of Brazilian Long Term Notes (Government bonds) equal to a total of 20% return per 90 days of each (financial engagement agreement). ECP will achieve this goal through the electronic registration and sale of the each Bond ECP has procured. The funds will be derived from the proceeds of the closing of the sale of each individual asset. The client has the right to receive from ECP an interest payment and whatever has been earned, after 90 days of receipt of the client's initial investment. The client will be eligible to receive their first interest payment after the first 90 days from receipt of their initial investment. Once the interest payments begin, the client will receive the interest payments on a monthly basis. The term of this investment shall be for one year with the opportunity to renew the investment every year for a period of five years. The client's principle investment is fully guaranteed by Equity Capital Partners LLC and is secured by a Brazilian legal counsel, or whosoever was retained for the execution of this off shore transaction, for the Brazilian Long Term Notes for the duration of the investment.

TERMINATION

This Agreement will terminate (1) upon your death or adjudged incompetence, (2) upon mutual written consent of the parties (3) upon thirty days written notice to the other party delivered to their last known address; or (4) for good cause as set forth herein. You agree that Christine Dubov may terminate this Agreement for good cause without notice to you and that good cause shall include the following: (a) your conviction, by a court of competent jurisdiction, of a crime involving moral turpitude, whether or not committed during the term of this Agreement; (b) your commission of an act of fraud upon, or an act materially evidencing bad faith or dishonesty toward Christine Dubov; (c) the breach of your duties and obligations pursuant to this Agreement, including but not limited to the violation of any rules or policies of the SEC, your negligence in the performance of your duties hereunder, or your violation of any law or regulation regarding your Financial Commodity

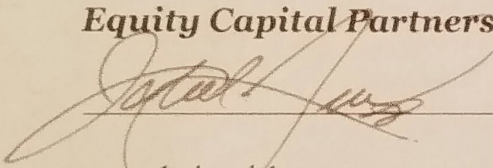
Enhancement services Business; or (d) your adjudication as a bankrupt or a conviction of a crime punishable by imprisonment.

Entire Agreement; Amendment; Assignment. This Agreement constitutes the entire agreement between all parties relating to the matters discussed herein and supersedes all prior oral discussions and/or written correspondence, understandings, communication or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of all the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

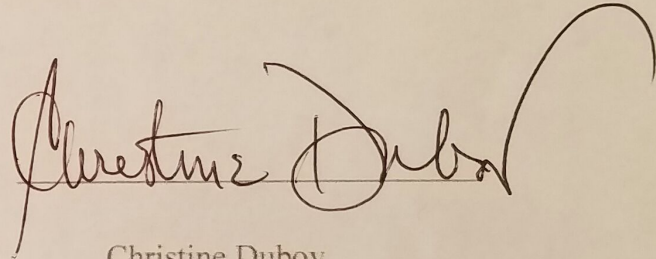
Governing Law. The provisions of this Agreement shall be governed by the laws of the State of New York in the United States. Exclusive venue for any dispute between the parties shall be in New York, New York. Both parties waive any objection to New York, New York being a forum, which is not convenient to it.

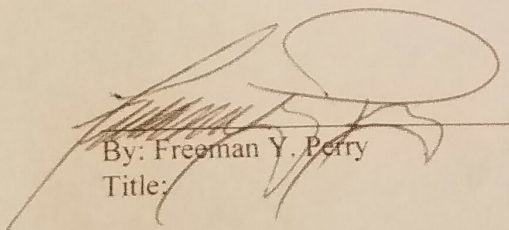
IN WITNESS WHEREOF, the parties hereto have executed this Financial Commodity Enhancement Agreement as of the date of the last authorized signature below.

Equity Capital Partners LLC

By:  Jaleel Lewis

Title: Senior Vice President


Christine Dubov


By: Freeman Y. Perry
Title: